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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92043516
Party	Defendant Stich, Willi Lorenz Stich, Willi Lorenz 950 Jennings Street Bethlehem, PA 18017
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Submission	Opposition/Response to Motion
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

JZCHAK N. WAJCMAN dba BILL
LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS,

Petitioner,

vs.

WILLI LORENZ STICH a/k/a BILL
LAWRENCE,

Registrant/Respondent.

) Cancellation No.: 92043516
) Serial Number: 76594437
) Registration Number: 2,303,676
)
)
) **In the matter of Registration No. 2,303,676**
) **Mark: BILL LAWRENCE**
) **Date Registered: December 28, 1999**
)
) **BILL LAWRENCE'S OBJECTIONS TO**
) **DECLARATION OF JZCHAK N.**
) **WAJCMAN IN OPPOSITION TO**
) **REGISTRANT'S MOTION FOR**
) **SUMMARY JUDGMENT AND IN**
) **SUPPORT OF PETITIONER'S MOTION**
) **FOR SUMMARY JUDGMENT**
)
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)

1. Registrant Willi Lorenz Stich a/k/a Bill Lawrence, by his attorney, hereby makes the following objections to the Declaration Of Jzchak N. Wajcman In Opposition To Registrant's Motion For Summary Judgment And In Support Of Petitioner's Motion For Summary Judgment. Bill Lawrence objects to the introduction of any attached documents because no request for judicial notice was made. Moreover, none of the copies of documents is best evidence, all contain inadmissible hearsay and are immaterial to the pending motion for summary judgment. **FRE 801, 802, and 803.**

**BILL LAWRENCE'S OBJECTIONS TO DECLARATION OF JZCHAK N. WAJCMAN IN
OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT
OF PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

1 2. Respondent objects to Paragraph 2: “I first met STICH in 1965 at a nightclub in Munich, Germany”.
2 This statement is not material the Petition for Cancellation and the pending motions for summary judgment
3 because it is not probative of any issue regarding the validity of the registered trademark Bill Lawrence®.
4 Furthermore, activities in Germany are not relevant to establishing trademark rights in the United States.

5 3. Respondent objects to Paragraph 3: “During my conversation with STICH, STICH told me about
6 and demonstrated a guitar pickup that he had created. A guitar pickup is a coil of wire wrapped around a
7 magnet that amplifies the sound of the guitar strings. Unlike a microphone, a guitar pickup only picks up the
8 vibration of a guitar string – not sound.” This statement lacks foundation and Petitioner Wajcman is not an
9 acknowledge expert in guitar pickups. This statement is also immaterial to the Petition for Cancellation and
10 the pending motions for summary judgment because it is not probative of any issue regarding the validity of
11 the registered trademark Bill Lawrence®. Moreover, it is unsupported hearsay and no exceptions make this
12 statement admissible. **FRE** 801, 802, and 803. Since activities in Germany are not relevant to establishing
13 trade mark rights in the United States, it is irrelevant.

14 4. Respondent objects to Paragraph 4: “Following STICH’s demonstration of his guitar pickup, he and
15 I talked at length about entering the guitar pickup business.” This statement is hearsay and no exceptions
16 apply. **FRE** 801, 802, and 803. This statement foundation and is irrelevant since activities in Germany are not
17 relevant to establishing trade mark rights in the United States.

18 5. Respondent objects to Paragraph 5: “The Day after I met STICH, STICH and I started to create a
19 prototype guitar pickup.” This statement is hearsay, lacks foundation, and is immaterial. Moreover, it is
20 unsupported hearsay and no exceptions make this statement admissible. **FRE** 801, 802, and 803. Activities in
21 Germany are not relevant to establishing trademark rights in the United States.

22 6. Respondent objects to Paragraph 6: This statement is hearsay and lacks foundation and no exceptions
23 make it admissible. **FRE** 801, 802, and 803. Moreover, activities in Germany and German business activity
24 are not relevant to establishing trademark rights in the United States.
25

1 7. Respondent objects to Paragraph 7: This statement is hearsay and lacks foundation or relevancy.
2 Moreover, activities in Germany and German business activity are not relevant to establishing trade mark
3 rights in the United States.

4 8. Respondent objects to Paragraph 8: This statement is hearsay and lacks foundation. Moreover,
5 activities in Germany and German business activity are not relevant to establishing trademark rights in the
6 United States.

7 9. Respondent objects to Paragraph 9: This statement is hearsay and lacks foundation. Moreover,
8 activities in Germany and German business activity are not relevant to establishing trademark rights in the
9 United States.

10 10. Respondent objects to Paragraph 10: This statement is hearsay and lacks foundation. Moreover,
11 activities in Germany and German patents are not relevant to establishing trade mark rights in the United
12 States.

13 11. Respondent objects to Paragraph 11: Respondent objects to this entire paragraph as hearsay and
14 lacking in foundation and relevancy. None of the alleged corporate actions are supported by minutes.

15 12. Respondent objects to Paragraph 12: Respondent objects to this entire paragraph as hearsay and
16 lacking in foundation and relevancy. Stich's alleged statement is neither notarized nor signed under
17 declaration of perjury nor even signed. Respondent objects to Exhibit 2 for the reasons stated above and
18 herein. This document is not best evidence since it is a copy. This statement and/or the document referred to
19 hearsay, for which no exceptions apply. **FRE** 801, 802, and 803. Moreover, Bill Lawrence declares that this
20 document is false.

21 13. Respondent objects to Paragraph 13: Respondent objects to this entire paragraph as hearsay and
22 lacking in foundation and relevancy. Stich's alleged statement is neither notarized nor signed under
23 declaration of perjury nor even signed. This document is not best evidence since it is a copy. This statement
24 and/or the document referred to hearsay, for which no exceptions apply. **FRE** 801, 802, and 803.
25

1 14. Respondent objects to Paragraph 14: Respondent objects to this entire paragraph as hearsay and
2 lacking in foundation and relevancy.

3 15. Respondent objects to Paragraph 14: Respondent objects to Exhibit 3 as hearsay and lacking in
4 foundation and relevancy. There is no explanation of how or why Petitioner Wajcman would come into
5 possession of letters addressed to Lawrence, i.e. Bill Lawrence the Respondent. Purported document is not the
6 best evidence. These documents have not been verified by their author or his employer. This statement and/or
7 the referred to documents contain hearsay, for which no exceptions apply. **FRE 801, 802, and 803.**

8 16. Even though Paragraph 14 contains a statement involving a contract or conveyance, its terms are not
9 included in the Petition for Cancellation and therefore cannot be proven by affidavit. The USPTO may not
10 take judicial notice of the terms contained in the document. Moreover, neither the Petition nor the declaration
11 contain allegations that the conditions precedent or that the contract or conveyance was fully performed or
12 even approved by the bankruptcy court. Nor is this copy the best evidence. Respondent objects to Exhibit 4
13 for the same reasons as stated above. This statement and/or the alleged contract contain hearsay, for which no
14 exceptions apply. **FRE 801, 802, and 803.**

15 17. Respondent objects to Paragraphs 13-14: Respondent objects to these entire paragraph as hearsay
16 and lacking in foundation and relevancy. All of the alleged documents have the same date, i.e. September 24,
17 1982, without any explanation of how or why these documents were created or how or why Wajcman came
18 into possession of these documents. These copies are not the best evidence and have not been verified by the
19 author or his employer. This statement and/or the referred to documents contain hearsay, for which no
20 exceptions apply. **FRE 801, 802, and 803.**

21 18. Respondent objects to Paragraph 15: Respondent objects to this entire paragraph as lacking in
22 foundation and relevancy. The Kent Agreement dealt only with “the trade name Bill Lawrence, or any
23 licenses o related trade names” and is not probative of whether any rights in any trademark were transferred.
24 Even though this statement involves a contract, its terms are not included in the Petition for Cancellation and
25 therefore cannot be proven by affidavit. The USPTO may not take judicial notice of the terms of this contract.

Moreover, neither the Petition nor the declaration contains allegations that the conditions precedent were met or that the contract was fully performed. This statement and contract are not supported by any minutes of corporate proceedings of Lawrence Sound Research, and Lawrence Sound Research has not verified this document. This copy is not the best evidence. Respondent objects to Exhibit 5 for the same reasons as stated above. This statement and/or the alleged contract contain hearsay, for which no exceptions apply. **FRE 801, 802, and 803.**

19. Respondent objects to Paragraph 16: Respondent objects to this entire paragraph as hearsay lacking in foundation and relevancy. Even though this statement involves a contract, its terms are not included in the Petition for Cancellation and therefore cannot be proven by affidavit. The USPTO may not take judicial notice of the terms of this alleged contract. This statement and contract are not supported by any minutes of corporate proceedings of The Lawrence Connection, and the Lawrence Connection has not verified this statement or the referred to documents. This statement and/or the alleged contract contain hearsay, for which no exceptions apply. **FRE 801, 802, and 803..**

20. Respondent objects to Paragraph 17: Respondent objects to this entire paragraph as lacking in foundation and relevancy. This statement and/or the alleged contract contain hearsay, for which no exceptions apply. **FRE 801, 802, and 803.** Even though this statement involves a contract, its terms are not included in the Petition for Cancellation and therefore cannot be proven by affidavit, and the USPTO may not take judicial notice of the terms of this contract. Moreover, neither the Petition nor the declaration contains allegations of conditions precedent or that the contract was fully performed. This statement and contract are not supported by any minutes of corporate proceedings of The Lawrence Connection or Lawrence Sound Research. The copy of documents referred to are not the best evidence. Respondent objects to Exhibit 6 for the same reasons as stated above.

21. Respondent objects to Paragraph 18: Respondent objects to this entire paragraph since it contains hearsay and lacks foundation and relevancy. Even though this statement involves a contract or “Purchase Agreement”, its terms are not included in the Petition for Cancellation and therefore cannot be proven by

1 affidavit, and the USPTO may not take judicial notice of the terms of this alleged contract. Moreover, neither
2 the Petition nor the declaration contains allegations that conditions precedent were met or that the contract was
3 fully performed. This statement and contract are not supported by any minutes of corporate proceedings of
4 Degalim, Inc. Degalim, Inc. is a suspended California business. Copies of the documents referred to are not
5 the best evidence. Respondent objects to Exhibit 7 for the same reasons as stated above. This statement and/or
6 the alleged contract contain hearsay, for which no exceptions apply. **FRE 801, 802, and 803.**

7 22. Respondent objects to Paragraph 19: Respondent objects to this entire paragraph as it contains
8 hearsay and lacks foundation and relevancy. Even though this statement involves a contract, its terms are not
9 included in the Petition for Cancellation and therefore cannot be proven by affidavit, and the USPTO may not
10 take judicial notice of the terms of this alleged contract. Moreover, neither the Petition nor the declaration
11 contains allegations that the conditions precedent were met or that the contract was fully performed. This
12 statement and contract are not supported by any minutes of corporate proceedings of Degalim, Inc. Degalim,
13 Inc. is a suspended California business and cannot participate in legal proceedings. The copies of documents
14 referred to are not the best evidence. Respondent objects to Exhibit 7 for the same reasons as stated above.
15 This statement and/or the alleged contract contain hearsay, for which no exceptions apply. **FRE 801, 802, and**
16 **803.**

17 23. Respondent objects to Paragraph 20: Respondent objects to this entire paragraph as lacking in
18 foundation and relevancy. An unsigned document cannot have any relevance since it lacks foundation and
19 authenticity. Not all of the directors of DEGALIM signed this document, and it has not been verified by the
20 corporation. Degalim, Inc. is a suspended California corporation that cannot participate in legal proceedings.
21 This copy of a document is not the best evidence since it is a copy. Respondent objects to Exhibit 9 since it is
22 not fully signed. This statement and/or the alleged contract contain hearsay, for which no exceptions apply.
23 **FRE 801, 802, and 803.**

24 24. Respondent objects to Paragraph 21: Respondent objects to this entire paragraph as lacking in
25 foundation and relevancy. Even though this statement involves a contract, its terms are not included in the

Petition for Cancellation and therefore cannot be proven by affidavit, and the USPTO may not take judicial notice of the terms of this contract. This statement and/or the alleged contract contain hearsay, for which no exceptions apply. **FRE** 801, 802, and 803. Moreover, neither the Petition nor the declaration contain allegations that all conditions precedent were met or that the contract was fully performed. This statement and contract are not supported by any minutes of corporate proceedings of Degalim, Inc. Degalim, Inc. has not verified this statement or the referred to document. Degalim, Inc. is a suspended California business and cannot participate in any legal proceedings. Copies of documents referred to are not best evidence. Respondent objects to Exhibits 10 and 11 for the same reasons as stated above.

25. Respondent objects to Paragraph 23: “For over 20 years, I have continuously used the Bill Lawrence Mark in the United States.” This statement merely states a conclusion and lacks foundation or any supporting evidence. This statement is vague and uncertain as to the meaning of the “Bill Lawrence Mark”. For example, it appears to be just a trade name, i.e. “Bill Lawrence Products”, rather than a trademark. This statement lacks foundation and not supported by any evidence.

26. Respondent objects to Paragraph 23: “I have sold guitar pickups under the Bill Lawrence Mark in all fifty (50) states.” This statement lacks foundation and not supported by any evidence. It is irrelevant to establishing trademark rights because merely selling goods does not create any trademark rights.

27. Respondent objects to Paragraph 23: “I have been an exhibitor at the NAMM show under the name “Bill Lawrence Product” on numerous occasions beginning in the mid-1980 and more recently the 2002, 2003, 2004 and 2005 NAMM trade shows.” This statement lacks foundation because Wajcman does not explain what an exhibitor is or what the NAMM show is. This statement is unsupported by any documentation. This statement is vague in that “beginning in the mid-1980” is uncertain as to date. This statement is irrelevant because exhibiting under the trade name “Bill Lawrence Products” would create rights only for Bill Lawrence Products, Inc., a suspended California corporation. Wajcman’s presence at the NAMM shows is irrelevant since the exhibition was in a corporate, not individual capacity. This statement is also irrelevant since the trademark Bill Lawrence® was already registered by 2002.

1 28. Respondent objects to Paragraph 23: “At these NAMM trade shows, I promote my guitar and guitar
2 pickup products that display the Bill Lawrence Mark.” This statement is uncertain and vague as to the
3 meaning of “Bill Lawrence Mark”. If it means “Bill Lawrence Products”, then Petitioner alleges only using a
4 trade name, which is not relevant to establishing trademark rights. This statement also lacks foundation since
5 Wajcman does not explain what the NAMM trade show is.

6 29. Respondent objects to Paragraph 24: “I have filed valid fictitious business names that use the Bill
7 Lawrence Mark. Attached hereto as Exhibit 12 is a printout showing these names.” This statement is not
8 probative of whether Wajcman has a valid dba because the printout of a website page is not an official record
9 and hence is immaterial. These purported copies are not the best evidence and contain hearsay, for which no
10 exceptions apply. **FRE** 801, 802, and 803. Wajcman has not established a foundation for admitting these
11 documents. The only probative value of this statement is that Wajcman’s name appears, not that he obtained a
12 “valid” dba.

13 30. Respondent objects to Paragraph 27: “After living several years in Germany, STICH moved back to
14 the United States to work for Gibson Guitar Company. STICH told me that he was not a United States
15 Citizen. STICH contacted me periodically at my home of “Bill Lawrence” business 1-800 number and knew
16 that I was selling “Bill Lawrence” guitar pickups. Additionally, STICH knew and approved the BANK
17 selling the Bill Lawrence Mark to DEGALIM and knew that I was selling “Bill Lawrence” guitar pickups in
18 music store.” These statements individually and collectively are hearsay and no exceptions make them
19 admissible. **FRE** 801, 802, and 803. These statements also lack foundation. Moreover, each statement is
20 vague and states a legal conclusion or state of mind and cannot be based on the personal knowledge of the
21 declarant. Wajcman could not possibly know what is in the mind of Bill Lawrence or Stich, and therefore this
22 statement is not based upon Wajcman’s personal knowledge.

23 31. Respondent objects to Paragraph 28: “STICH is not famous in the music industry as “Bill
24 Lawrence.” This statement is hearsay because it refers to what others say, and no exceptions apply. **FRE** 801,
25 802, and 803. It also lacks foundation and states a legal or factual conclusion. Wajcman is not an

1 acknowledged expert in the music business and “Bill Lawrence”. This statement is not based on Wajcman’s
2 personal knowledge.

3 32. For the above stated reasons, Registrant Bill Lawrence moves to strike the entire the referenced
4 portions of Wajcman’s declaration.

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6 Date: September 22, 2006

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8 Respectfully Submitted,

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11 _____
12 Gregory Richardson
13 Attorney for Bill Lawrence
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of

3 **BILL LAWRENCE'S OBJECTIONS TO DECLARATION OF JZCHAK N. WAJCMAN**
4 **IN OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND**
5 **IN SUPPORT OF PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

6 on the following attorney of record for Petitioner, by depositing same with
7 the United States Postal Service on this September 22, 2006, addressed as
8 follows:

9 Jay S. Kopelowitz
10 Kopelowitz & Associates
11 12702 Via Cortina, Suite 700
12 Del Mar, California 92014

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Gregory Richardson